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IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

JENNIFER TYLER, an individual,  
  
Plaintiff,

v.

CHELAN COUNTY, by and through its  
agency the CHELAN COUNTY  
SHERIFF'S OFFICE, a Washington  
Municipal Corporation,  
  
Defendants.

Case No. 2:19-CV-00172-MKD

DECLARATION OF JEFFREY  
A. JAMES IN SUPPORT OF  
DEFENDANTS' MOTION TO  
ENFORCE THE PARTIES'  
SETTLEMENT AGREEMENT

10/06/2023  
Without Oral Argument

I, Jeffrey A. James, declare as follows:

1. I am one of the attorneys representing Defendants Chelan County and Chelan County Sheriff's Office (collectively "Chelan County" or "Defendants"). I have personal knowledge of the following facts.

2. I have discussed Plaintiff's lawsuit with her counsel, Mary Schultz, specifically, the Settlement Agreement and Mutual Release of Claims ("Settlement

1 Agreement”) entered into between Chelan County, Plaintiff, and the Chelan  
2 County Deputy Sheriffs Association (Plaintiff’s union). Ms. Schultz has conveyed  
3 her belief that Plaintiff is not precluded from calling an expert on economic  
4 damages or from seeking lost wages from Chelan County. My understanding is  
5 that Ms. Schultz believes that Plaintiff did not knowingly enter into the Settlement  
6 Agreement and is not bound by its terms.

7       3. Ms. Schultz communicated to me that Chelan County would need to  
8 file a motion to enforce the terms of the Settlement Agreement to preclude Plaintiff  
9 from seeking economic damages in this matter. We agreed to stipulate to extend  
10 the deadline for designating economic damages experts until after the Court issues  
11 a ruling.

12       4. Plaintiff was a sophisticated litigant and represented by legal counsel  
13 at the time she executed the Settlement Agreement. ECF No. 1, ¶ 5.1. She had  
14 arbitrated her termination in 2010 and had been ordered reinstated in 2013. *Id.*  
15 She engaged in a jury trial against Chelan County from February 26-March 7,  
16 2018. *Id.* She filed her present action on May 17, 2019, nearly two years prior to  
17 signing the Settlement Agreement. *See* ECF No. 1. At the time she signed the  
18 Settlement Agreement she was represented by the law firm Gehrke, Baker, Doull  
19 & Kelly. *Id.*

5. Defendants have incurred more than \$7,342.50 in attorney fees in seeking to enforce the Settlement Agreement.

I declare under penalty of perjury under the laws of the State of Washington  
that the foregoing is true and correct, to the best of my knowledge.

DATED this 6<sup>th</sup> day of September 2023, in Bellevue, Washington.

SEBRIS BUSTO JAMES

s/ Jeffrey A. James

Jeffrey A. James, WSBA #18277

**Certificate of Service**

I, Jeffrey A. James, certify under penalty of perjury under the laws of the United States that, on September 6, 2023, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF System which will send notification of such filing to the following:

Attorney for Plaintiff:

Mary Schultz  
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s/ Jeffrey A. James  
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